

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NEW YORK**

ELITE OUTDOORS, LLC,

Plaintiff,

-vs-

Civil Action No.

GRACE ENGINEERING CORP.,

Defendant.

COMPLAINT

Plaintiff, Elite Outdoors, LLC (“Elite”), by its attorneys, Hiscock & Barclay, LLP, as and for its Complaint against defendant, Grace Engineering Corp. (“Grace”) alleges as follows:

Nature of Action

1. This action seeks relief arising out of the breach of an agreement between Grace and Elite by which Grace was to manufacture certain quantities of bows for Elite, which quantities had been promised by Elite to suppliers and consumers in the outdoor sports market (the “Agreement”).

2. Since about January 2008, pursuant to the Agreement, for good and valuable consideration, Grace manufactured and supplied Elite with various models of bows designed by Elite, among other things.

3. Grace breached the Agreement.

4. Elite has since ended its relationship with Grace, which is no longer manufacturing Elite’s bows.

5. Grace claims it possesses certain parts, components and/or inventory (“Inventory”) of bow components, and has demanded Elite pay for the Inventory.

6. Elite disputes it is responsible in whole or in part for the Inventory.

7. As a result of the breach Elite has been injured and damaged in an amount that exceeds the jurisdictional limits of this Court.

Jurisdiction and Venue

8. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1332.

9. This Court has personal jurisdiction over Grace, which regularly engages in extensive business transactions and solicitations in the State of New York and within this District.

10. Venue in this action lies within this Court pursuant to 28 U.S.C. §§ 1391(b)-(d).

The Parties

11. Elite is a New York limited liability company with its principal place of business at 235 Middle Road, Henrietta, New York 14467.

12. Upon information and belief Grace is a corporation organized under the laws of Michigan with its principal place of business at 34775 Potter Street, Memphis, Michigan 48041-0202.

AS AND FOR A FIRST CAUSE OF ACTION

(Breach of Contract)

13. Elite repeats and reasserts all allegations set forth above as if they were more fully set forth herein.

14. Elite has performed all of its obligations under the Agreement.

15. Grace failed to fulfill its obligations under the Agreement by not meeting Elite's requirements.

16. Grace's failure to perform constitutes a material breach of the Agreement.

17. Based on Grace's material breach of the Agreement, Elite has sustained damages in an amount to be determined at trial.

DEMAND FOR JURY TRIAL

18. Elite demands a trial by jury.

WHEREFORE, Elite demands judgment as follows:

- A. Entry of judgment in favor of Elite for Grace's breach of contract
- B. Damages in amount to be determined at trial based on Grace's breach of contract.
- C. A declaration that Elite is not liable for the Inventory;
- D. An award of interest on any judgment rendered in this action; and
- E. For such other and further relief as is just and proper.

DATED: February 6, 2012

HISCOCK & BARCLAY, LLP

By: _____

Michael A. Oropallo, Esq.
W. Cook Alciati, Esq,

Attorneys for Plaintiff

Office and Post Office Address

One Park Place

300 State Street

Syracuse, New York 13221-4878

Telephone: (315) 425-2831

E-mail: moropallo@hblaw.com